



Legal Protection for Consumers in Online Buying and Selling Transactions According to Positive Law in Indonesia

Kiki Yulinda^{1*}, Dora Tiara², Meydianto Mene³

^{1,2,3} Department of Law, Universitas Ekasakti, Padang

* kiki.yulinda@gmail.com

ARTICLE INFO

Article history:

Received 1 September 2024

Received in revised form 10

October 2024

Accepted 12 December 2024

ABSTRACT

Law Number 8 of 1999 addressing Consumer Protection is specifically delineated through Government Regulation (PP) Number 71 of 2019, which pertains to the Implementation of Electronic Systems and Transactions. Conventional business transaction modalities are categorized as electronic transactions, which are defined as legal actions executed via computers, computer networks, and/or alternative electronic media. The transactional framework facilitated by internet technology renders numerous advantages, both for vendors and consumers, as this system possesses inherent benefits that provide enhanced convenience, rapidity, and efficiency. Consequently, it is not unexpected that the current proliferation of internet utilization grounded in electronic commerce (commonly denoted as e-commerce) is experiencing swift growth, notably within the Indonesian context. This advancement simplifies the process for individuals and enterprises to engage in a diverse array of business transactions, particularly in the realm of trade.

Keyword:

Legal Protection, Consumer, Online Transactions, Positive Law.

INTRODUCTION

The progress of information technology in Indonesia is currently advancing swiftly, causing an increase in complex tech applications across many areas of daily existence (Prasetio et al., 2020; Suwastika et al., 2022). Article 28F of the 1945 Constitution of the Republic of Indonesia (UUD NRI 1945) articulates that "Everyone has the right to communicate and obtain information to develop their personal and social environment, and has the right to seek, obtain, possess, store, process, and convey information using all available channels." This stipulation

implies that the state bears the responsibility to protect, fulfil, and uphold the right to access information.

Consequently, the state is tasked with safeguarding its populace against the adverse implications of information technology, particularly in relation to electronic transactions. The swift advancement of technology has facilitated progress across nearly all dimensions of human existence (Jerman-Blazic, 2011; Straubhaar & Huang, 2015). A prominent technological innovation that is extensively recognized by the general public is the

¹ kiki.yulinda@gmail.com

internet (Castellacci & Tveito, 2018; Virkar, 2014). This system enables seamless global communication and permits individuals to acquire and exchange information with remarkable speed.

At its onset, the internet acted chiefly as a vehicle for the interchange of knowledge within educational organizations, namely universities and research entities. Following its accessibility to the broader populace, the Internet began to be employed for commercial purposes (Weis, 2010). There exist at least two factors that stimulate trade activities in relation to advancements in technology, specifically the escalating demand for technology products themselves and the facilitation of trade transactions (J. Duan & Liu, 2022; Shi, 2022; Wei, 2014). Furthermore, the advancement of information technology is exceedingly rapid and has instigated numerous transformations. Alterations in lifestyle patterns manifest across virtually all domains, encompassing social, cultural, economic, and other sectors. These transformations encompass the evolution of internet technology (telematics), which represents a segment of the broader development in information technology. A particularly significant transformation attributable to the progression of information technology pertains to the economic sector. The evolution of information technology has profoundly transitioned the traditional economic framework into a digital economic paradigm. This digital structure enables the business milieu to engage in transactions via electronic media that provide enhanced convenience, speed, and efficiency. At present, a plethora of contemporary trade transactions can be observed utilizing technology as their medium, commonly referred to as electronic transactions or electronic commerce (e-commerce).

E-commerce activities encompass not only the buying and selling transactions conducted in virtual marketplaces but also all financial transactions facilitated by banking institutions utilizing the Internet as a conduit (Bhowmik & Karforma, 2022; Khan et al., 2023). Amid the intricate transformations taking place within society across different spheres, digital commerce activities have major consequences in the legal arena, which relate to confirming the identity of legal entities engaging in online transactions, the enforceability of contracts, the characteristics of the items traded; the processes regulating rights transfer; the legal relationships and duties of the parties involved in those transactions; the admissibility of electronic records and digital signatures as credible proof; the frameworks for conflict resolution; along with the selection of applicable laws and judicial venues empowered to resolve e-commerce disputes. The issues raised implicitly suggest a transition from traditional trading paradigms to a system predicated on electronic commerce and transactions.

One of the significantly consequential transformations attributable to the advancement of information technology pertains to alterations within the economic sector, particularly in trade, wherein a novel economic epoch has emerged, referred to as the era of e-commerce or telematic transactions. This paradigm shift has transitioned the traditional economic framework into a cohesive global economic system facilitated by technological innovations. Concurrently, with the swift progression of scientific knowledge and technological capabilities, trade, which was originally conducted through direct, face-to-face interactions between parties, has undergone substantial modification. Through the utilization of internet infrastructure, the process of trade

transactions no longer necessitates or consistently requires direct meetings between participants, as all phases of the transaction—from the introduction of goods to offers, orders, payment processing, and ultimately, the delivery of products—are executed via internet platforms.

The conventional activities associated with business transactions encompass electronic transactions, which are defined as legal actions executed through the utilization of computers, computer networks, and/or alternative electronic media (Balasubramanian & Rajakani, 2019; Jun-Fu & Abdul Jabbar, 2018). The transactional framework facilitated by internet technology affords various advantages, enhancing convenience for both sellers and buyers, as this system possesses attributes that promote greater ease, rapidity, and efficiency. Therefore, it is hardly astonishing that the occurrence of internet access linked to electronic trade, frequently termed e-commerce, is witnessing a considerable increase, especially within Indonesia. This evolution significantly simplifies the process for individuals and organizations to engage in a diverse array of business transactions, particularly in the realm of trade.

The e-commerce contract established by the involved parties diverges from conventional agreements, as such contracts can be executed without necessitating a physical meeting between the two parties; rather, the contract is formed through electronic means (X. Duan & Gao, 2020; Nedae & Ghaderi, 2016). The transaction between the parties is facilitated by accessing the designated web page, which encompasses the terms or agreements proposed by the initial party (seller). In contrast, the subsequent party (buyer) is merely required to activate the provided button as an indication of their consent to the stipulated terms of the

agreement, thereby eliminating the need for in-person interactions to formalize the contract. Contracts in e-commerce share fundamental similarities with traditional agreements, with the primary distinction residing in their format and the mechanisms of their enforceability.

The medium utilized in a conventional contractual agreement typically consists of ink and paper, established through the mutual consent of the involved parties (Amazou et al., 2024). Upon formulation and ratification, the contract attains binding status subsequent to the affixation of signatures; conversely, in the realm of e-commerce, the contract is facilitated through electronic media that predominantly incorporates a template or blank clause generated by one party, which is subsequently inscribed and exhibited in electronic format (such as a web page). The counterpart party merely engages the designated button to express consent and thereby obligate themselves to the terms of the agreement. This scenario undoubtedly engenders a multitude of issues concerning the legitimacy of the agreement, particularly in instances where illicit actions transpire, resulting in detriment to one of the parties involved.

RESEARCH METHODS

The research specification employed is a descriptive-analytical framework, which elucidates the relevant statutes and regulations pertaining to legal theories and practices in the implementation of positive law while simultaneously analyzing the research object by delineating the prevailing circumstances and challenges to acquire a comprehensive understanding of the situation (Atikah, 2022). The objective is to procure an exhaustive overview of illicit activities within electronic transactions as they relate to Law No. 19 of 2016 regarding Information and Electronic Transactions, which is subsequently examined through the application of the normative-qualitative methodology. This investigation adopts the juridical-normative approach, a legal research

methodology that primarily concentrates on library resources or secondary data through the lens of legal principles. In alignment with the employed methodological approach, the research is conducted on the norms and principles embedded within secondary data sourced from primary, secondary, and tertiary legal materials.

DISCUSSION

Legal safeguards for consumers engaged in electronic commerce transactions are of paramount importance. Article 1, paragraph (1) of the Consumer Protection Law delineates, "Consumer protection encompasses any initiative that ensures legal certainty to afford protection to consumers." The Consumer Protection Law articulates that consumer protection comprises any initiative that ensures legal certainty to afford protection to consumers. The domain of consumer protection is extensive, encompassing safeguarding consumers in relation to goods and services, commencing from the phase of acquiring goods and services through to the repercussions of utilizing the goods and/or services. We can understand consumer protection in two primary facets: (1) Making sure that the goods received by consumers conform to the established agreements and (2) Guarding against the application of unjust conditions for consumers.

The aspiration to attain efficacy in consumer protection is to cultivate a profound sense of security for consumers in fulfilling their basic living requirements. It is substantiated that criminal penalties accompany all norms pertaining to consumer protection enshrined in the Consumer Protection Law (Cowie, 2021; Lasatu et al., 2022; Lutman, 2021). This implication suggests that all initiatives directed towards consumer protection encompass not merely preventive strategies but also repressive measures across all domains of protection afforded to consumers. Law Number 8 of 1999

pertaining to Consumer Protection further delineates the sanctions that may be levied against business entities engaging in fraudulent activities against consumers. These penalties are articulated in Chapter XIII of the Consumer Protection Law, specifically from Article 60 through Article 63. The following discourse will elucidate legal protection in the context of agreements, electronic evidence, and the obligations of the involved parties.

In the contractual agreement, an electronic document is typically present, which is generally generated by the merchant and encompasses the stipulations and conditions that must be adhered to by the customer, albeit without imposing undue burdens on the latter. Such stipulations and conditions serve to provide legal safeguards for both parties involved. The legal safeguards for both parties primarily benefit the merchant, particularly accentuated in the domain of payment, wherein the merchant mandates that the customer remits full payment prior to confirming the transaction, following which the ordered merchandise will be dispatched. Conversely, the legal safeguards for customers are manifested in assurances regarding the return or exchange of goods in instances where the items received do not correspond to those that were ordered. The confidentiality and protection of personal data pertaining to users of electronic media must be enshrined in legal frameworks. The dissemination of information must be predicated upon the consent of the personal data owner. This constitutes a manifestation of legal protection for the stakeholders engaged in e-commerce transactions, as delineated in Article 25 of the ITE Law, which posits that "Electronic information and/or electronic documents compiled into intellectual works, internet sites, and intellectual works contained therein are protected as intellectual

property rights based on the provisions of laws and regulations."

Intellectual Property Rights The legal safeguarding of merchants encompasses the domain of Intellectual Property Rights pertaining to the domain names they possess, as articulated in Article 23 of the ITE Law. Electronic information, when systematically organized into an intellectual creation in any format, necessitates protection under legislation governing Intellectual Property Rights. This necessity arises from the economic significance that electronic information holds for its originator or designer. Consequently, their entitlements must be upheld under IPR regulations. The promulgation of Law Number 8 of 1999, which addresses Consumer Protection, on April 20, 1999, has escalated the prominence of consumer protection as a pivotal concern, thereby indicating that the implementation of this statute not only fortifies the bargaining power of consumers in asserting their rights but also facilitates the establishment of equitable regulations for all stakeholders involved. As delineated in the elucidation of the UUPK, the legal mechanisms designed to safeguard consumers are not aimed at undermining business operators; rather, they are intended to foster a robust commercial environment that cultivates enterprises capable of withstanding competitive pressures through the provision of superior goods and/or services. In the context of the advancements in communication and information technology, where goods and/or services can be transacted with consumers across geographic boundaries, the issue of consumer protection remains a critical topic warranting sustained scholarly attention.

Consumers and business entities are stakeholders that warrant the provision of legal safeguards. Nevertheless, the positioning of consumers is typically less robust in comparison to that of business

entities. This disparity is intrinsically linked to factors such as the level of awareness regarding their entitlements, financial capacity, and diminished bargaining leverage. In actuality, the legal framework ought to be devoid of deficiencies. The legal system should be situated in an equitable manner, wherein mutual interests and a considerable degree of interdependence characterize the interactions between consumers and business entities. According to the author, in the execution of online purchasing transactions, consumers are required to be discerning, meticulous, and vigilant regarding the propositions extended by business entities. It is not uncommon for business entities to present illusory products at reduced prices, thereby enticing consumers. Prior to placing an order, consumers must ensure that the merchant provides a contactable telephone number and a comprehensive address. Should they express interest in the offered goods, it is advisable to initiate communication first; typically, the buyer will reach out directly via telephone to ascertain the existence of the goods, subsequently inquiring about the specifications of the items intended for purchase. If a consensus is reached, the buyer will promptly remit payment for the items, after which the goods will be dispatched. The proactive engagement of consumers in consistently communicating or inquiring with business entities regarding the products they intend to acquire can significantly mitigate the potential for losses on the part of consumers.

Indonesian evidentiary jurisprudence continues to derive its foundational principles from the Civil Code. It has been established that the admissible and recognized forms of evidence in civil court proceedings remain significantly constrained. Article 1866 of the Civil Code delineates that evidence

pertinent to a civil case comprises written documentation, testimonies, claims, confessions, and oaths. In the context of Indonesia, there are indeed several factors that facilitate the acceptance and validation of electronic documents as legitimate evidence; for instance, the advent of online trading within stock exchange operations and the statutory recognition of microfilm as a repository for corporate records, which have been accorded the designation of authentic written evidence under Law Number 8 of 1997 pertaining to Company Documents.

According to the findings presented by the author, electronic documents endorsed with a digital signature can be classified as written evidence. Nonetheless, there exists a legal stipulation that complicates the advancement and utilization of electronic documents or digital signatures, specifically the mandate that these documents must possess the capability to be viewed, transmitted, and preserved in a tangible paper format. An additional challenge that may emerge in relation to electronic documents and digital signatures pertains to the determination of which documents qualify as original and which are considered copies. In this context, it has been established as a prevailing legal principle that the original document must exist in the form of a written agreement duly signed by the parties involved in the execution of the contract, with a singular original document existing for each agreement. In contrast, all reproductions of the agreement are regarded as copies.

The evidentiary principles delineated within the statutory framework must exhibit specificity, as exemplified in the realm of bankruptcy proceedings. Contrarily, other legal domains, including Civil Procedure Law (as articulated in the Civil Code, HIR/RBg) and UUPT, among others, which govern evidentiary matters, are still acknowledged as general law. This

stipulates those extant legal provisions are permitted to persist in their regulatory capacity until the statutory provisions are revoked, whereby the newly instituted law, serving as a special law, will adhere to the established principle of *lex specialist derogate lex generalist*. An individual who submits electronic evidence is obliged to demonstrate that the information they possess is derived from a reliable electronic system. A pivotal mechanism utilized to ascertain the authenticity or validity of electronic evidence is the electronic signature. The author posits that this assertion is pertinent to Article 11 of the UUTE, which articulates that electronic signature are to be accorded legal recognition, given that their application is more congruent with electronic documentation. A pivotal mechanism utilized to ascertain the authenticity or validity of electronic evidence is the electronic signature.

Individuals who engage with electronic signatures or participate in their utilization bear a responsibility to safeguard these signatures to prevent their exploitation by unauthorized entities. Essentially, an electronic certification authority functions as an intermediary that digitally authenticates the identities of parties. Within the realm of information technology, particularly concerning the Internet, it is relatively straightforward for individuals to fabricate alternative identities (such as pseudonyms for chatrooms or email addresses). Consequently, governmental or societal entities must establish a credible certification authority, facilitating secure electronic business transactions for commercial actors. Given that electronic transactions are particularly vulnerable to unauthorized infiltration or alteration, the implementation of a robust security system is critical to uphold the integrity of data. Thus, a dependable security framework and procedural guidelines are requisite in

the context of employing communication systems over open networks (such as the Internet) to foster user confidence in these communication infrastructures. From the author's perspective, the paramount issue is security. There are three approaches to maintaining security in the digital realm: the initial approach focuses on technology, the next one incorporates socio-cultural and ethical aspects, and the final approach pertains to legal considerations. To address security breaches, the technological methodology is indispensable, as the absence of such an approach renders a network susceptible to easy infiltration or unlawful access. Consequently, the legal and socio-cultural-ethical methodologies, as subsequent forms of approach, assume significant importance. The legal method, manifested in the form of established positive law, will furnish a guarantee of certainty and serve as a foundation for law enforcement efforts in the event of a violation.

Electronic commerce transactions are executed by interconnected entities, despite the absence of physical interaction, as communication transpires through the Internet. In this context, multiple stakeholders are engaged. Firstly, the seller or merchant serves as the entity that presents products online, functioning as a commercial participant. Secondly, the buyer is identified as any individual not legally restricted who receives an offer from the seller or commercial entity and expresses a desire to engage in a transaction for the proposed product. Furthermore, the financial service provider operates as the connector that aids in the movement of funds from the purchaser or consumer to the seller or commercial organization, necessitated by the digital format of the transaction and the spatial disparity between the seller and buyer, which requires the role of a financial intermediary, specifically the bank. In summary, the Internet access provider is

the key player in allowing users to reach Internet services, hence permitting the transaction to unfold.

The entities engaged in the aforementioned electronic transactions possess defined rights and responsibilities; the seller, who may be characterized as a business entity or merchant, is the party that presents products through the Internet. Consequently, the seller bears the responsibility of delivering the advertised products to consumers with accuracy and integrity. Furthermore, the seller is obligated to provide legally permissible goods, which signifies that the products offered must not contravene statutory provisions, must not be defective or harbor concealed flaws, thus ensuring that the products available for sale are appropriate for commercial distribution. The merchant accepts the responsibility for carrying out the delivery of items or services that the consumer has obtained. Therefore, the sale and purchase transactions should not be detrimental to any purchasing party. Conversely, the seller or business entity retains the right to receive remuneration from the buyer or consumer for the cost of the goods sold. It has the entitlement to protection against the actions of buyers or consumers exhibiting malicious intent in the execution of this electronic transaction. In this way, the buyer is compelled to transfer a price that has been mutually accepted for the offerings or services that they have requested from the seller.

The obligations of individuals concerning electronic signatures are delineated in Article 12, paragraph (1) of the ITE Law, which articulates that "each individual engaged in electronic signatures is mandated to ensure the security of the electronic signatures they employ." Article 21, paragraph (2) of the ITE Law elucidates that the safeguarding of electronic signatures encompasses various responsibilities, such as ensuring that the system remains inaccessible to

unauthorized entities, the implementation of precautionary measures by the signatory to avert unauthorized utilization of data pertinent to the formation of electronic signatures, and the prompt actions taken by the signatory upon becoming aware of any breach in data security. Furthermore, in scenarios involving the certification that underpins electronic signatures, the signatory is obligated to ascertain the veracity of all information pertinent to the certification. Article 12, paragraph (3) of the ITE Law underscores that any transgression of the duty to secure electronic signatures incurs legal liability for any resultant losses. This implies that all individuals bear responsibility for the legal repercussions that arise from such violations. In the realm of online commerce transactions, consumers frequently encounter challenges, one significant issue being the deceit exhibited by online retail operators, particularly in the fashion sector, in accurately portraying the condition of the merchandise being offered. The fraudulent tactics employed may include the dispatch of concealed defective items despite photographic representations suggesting that the goods are in satisfactory condition. This practice undeniably disadvantages consumers, as the products received do not conform to the stipulated agreement, whether in terms of colour, form, size, material, design, quality, or quantity. Consumers who suffer detriment possess the right to seek restitution, which may involve returning the items or requesting replacements that align with the original agreement. The avenues for compensation available to consumers encompass lodging a direct complaint with the business operator, returning items that fail to meet specifications, and soliciting a full refund in instances where the specified goods are unavailable.

Consumers who frequently fall victim to fraudulent activities perpetrated

by unscrupulous commercial entities must possess a comprehensive understanding of their rights as consumers. In the absence of complaints and proactive measures to assert their rights, consumers may inadvertently enable the continuation of deceitful practices by business entities that infringe upon consumer rights. It is imperative for consumers to actively engage in initiatives aimed at the realization of their consumer rights. Malicious actions executed by business entities, often manifested through the provision of goods that do not correspond with the representations made in promotional materials, result in significant detriment and disillusionment for consumers. Such enterprises evidently disregard the consumer's entitlement to product conformity and assurance of quality in goods. Consumers who perceive themselves as aggrieved typically lodge complaints with the relevant business entity in pursuit of redress for goods that fail to align with prior agreements. Business entities bear the obligation to deliver exemplary service to consumers, not solely during the stages of offers and sales transactions but also in instances of claims for compensation from consumers who receive goods that deviate from the representations made. Business entities are mandated to afford consumers the opportunity to engage in the compensation process pertaining to the non-conformity of the goods received.

The insufficient cognizance of commercial entities regarding the necessity of delivering precise and comprehensive product information results in consumers lacking clarity about the items they intend to purchase. Commercial entities exhibit a distinct lack of awareness concerning the consumer rights that ought to be upheld, as their primary objective during transactions remains the generation of substantial profits, often achieved through the dissemination of misleading

promotional materials that convey inaccurate information about the products being marketed. Instances wherein commercial entities implement standardized contracts or dispatch goods that do not correspond with the images presented on their Instagram accounts exemplify behaviours indicative of their inability to furnish clear and comprehensive information while simultaneously neglecting to safeguard consumer rights. In the context of consumer protection, Article 49 paragraph (1) of the PP PSTE underscores the obligation of Business Actors offering products via Electronic Systems to provide exhaustive and accurate information related to contract terms, producers, and the products being offered. The subsequent paragraph further reinforces the mandate that Business Actors must present unequivocal information regarding contract proposals or advertisements. Furthermore, in situations where the products received by consumers align with the agreed-upon specifications, Article 49 paragraph (3) of the PP PSTE specifically delineates that Business Actors are mandated to establish a timeframe within which consumers may return goods that do not conform to the agreement or possess latent defects.

Consumers engaged in transactions that are adversely affected by business entities find themselves in a disadvantaged position due to the imposition of standard clauses by these entities (Cornelius, 2019; Mashdurohatun et al., 2020). In the context of product sales, business entities frequently incorporate standard clauses that explicitly state their refusal to accept refunds (refunds to consumers) or returns (returns of goods from consumers) under the pretext that they have assured consumers that the products provided conform to the representations made in promotional materials and are free from defects. Nevertheless, it is often the case

that the products received by consumers do not align with the descriptions and information disseminated by the business entities, leaving consumers unable to pursue claims for compensation against these entities due to the standard clauses enforced by them. The standard clause enforced by business entities, which asserts that they do not accept refunds (refunds to consumers) or returns (returns of goods from consumers), is in direct opposition to Article 7 of Law Number 8 of 1999 concerning Consumer Protection, which mandates that "business actors are required to provide compensation, damages and/or replacement if the goods and/or services received or utilized are not in accordance with the agreement." Business entities engaged in the fashion product sector that intends to implement standard clauses must be cognizant of the consumer rights that must be upheld. This is essential to ensure that consumers do not perceive themselves as being disadvantaged by the presence of such standard clauses, and consumers must also exercise caution when conducting transactions with business entities via their accounts to mitigate potential losses in the future.

Consumers engaging in online transactions frequently lack awareness of critical considerations pertinent to the process. Consequently, these consumers often incur financial losses as a result of exploitative practices by certain business entities that capitalize on their lack of knowledge (Alwanain, 2019; McCole et al., 2010). Upon receiving goods that do not conform to their expectations, consumers are entitled to lodge complaints against the respective online retail entity. Various measures that consumers may adopt to obtain redress from online business entities include: Firstly, consumers should promptly communicate grievances regarding the discrepancies between the goods received and those ordered to the

online business entity to elicit a timely response. Secondly, consumers ought to provide clear photographic evidence of the received items to substantiate claims of inconsistency with the previously agreed-upon specifications. Thirdly, consumers must verify the availability of replacement items with the online business entity. Should the business entity fail to furnish an appropriate replacement, the consumer retains the right to demand a full reimbursement.

Furthermore, consumers must exercise caution when engaging in transactions with online business entities that impose no cancellation and no refund policies on their platforms. This precaution is essential due to the heightened risk that the ordered item may differ from the item ultimately received. By being attentive to these factors, consumers can enhance their capacity to pursue remediation for any discrepancies in the products received.

Low levels of consumer awareness can be exploited by business entities engaged in transactions characterized by a lack of ethical considerations, specifically by pursuing maximal profit through the most efficient utilization of available resources (Alfaro, 2018; Benlemlih et al., 2023). Consequently, consumers engaging in online shopping should recognize that they are subject to heightened risks compared to business operators; consumers possess the unequivocal right to receive compensation in instances where the goods delivered do not align with the representations made by the business entity via their platform. Consumers must exercise due diligence when executing online transactions; they must thoroughly understand the information disseminated by the business operator pertaining to the products available for purchase. Transactions conducted in the online marketplace must unequivocally uphold the consumer's entitlement to seek redress. Consumers are obligated to take an active

role in pursuing compensation for items that fail to conform to the stipulated agreement. Consumers should not be reluctant to demand compensation from online business operators in cases of discrepancies between the ordered items and those actually received. This constitutes a vital measure aimed at enhancing the quality of the online retail establishment in question, thereby contributing to the overarching objective of consumer protection and the realization of consumer rights related to the acquisition of suitable goods.

In the realm of online commerce, consumers frequently lack comprehensive knowledge regarding the full identity of the involved online business entities, primarily due to the virtual nature of these transactions. Consequently, unscrupulous online business operators can readily engage in actions that are detrimental to the interests of consumers. The information provided by online business entities typically consists solely of contact details, such as mobile phone numbers, BlackBerry Messenger pins, and social media account identifiers, including platforms like Line and WhatsApp. It is common for online business operators to refrain from disclosing physical addresses or even photographic representations of themselves. This lack of transparency often complicates the process for consumers attempting to lodge complaints or seek redress. The insufficient awareness among consumers about the identities of the relevant business actors impedes their ability to pursue compensation effectively. There exists a significant likelihood that the involved business actors may evade accountability for the losses incurred by consumers. Consumers must be aware of the business's identity before they proceed with any dealings. Furthermore, if feasible, consumers should consider transacting with business actors who offer cash-on-delivery (COD) options, as this facilitates

direct interaction between online business operators and consumers, thereby enhancing consumers' ability to secure assurances regarding product quality. While the implementation of COD may diminish the virtual aspect of online purchasing and selling, it serves to bolster the safeguarding of consumer rights in relation to the conformity of goods received.

CONCLUSION

Advancements in information technology have engendered profound transformations across numerous facets of life, particularly in the domain of commercial transactions. The shift from conventional trading paradigms to electronic commerce (e-commerce) has engendered both novel opportunities and formidable challenges for consumers and business entities alike. Within this framework, the provision of legal safeguards for consumers constitutes an essential component to uphold equitable treatment and legal certainty. The legal protection afforded to consumers in Indonesia is delineated through various legislative instruments, including Law No. 8 of 1999 pertaining to Consumer Protection and PP No. 71 of 2019 regarding the Implementation of Electronic Systems and Transactions. These legal guidelines clarify what consumers are entitled to, like getting correct information, receiving goods or services as per the agreement, and the right to seek redress when infringements occur. Moreover, business entities are mandated to furnish transparent information, safeguard consumers' data, and ensure that the products offered adhere to established quality benchmarks. Still, numerous challenges remain in effectively implementing consumer safeguards in the realm of internet purchases. One notable challenge is the exploitation of standard clauses by business entities, which frequently constrain consumers' rights to return or exchange products. Additional challenges

encompass inadequate consumer awareness regarding their rights, the legitimacy of electronic signatures, and the safeguarding of data within electronic transactions. To address these challenges effectively, a collaborative synergy is requisite among the government, business entities, and consumers. The government must enhance the efficacy of oversight and legal enforcement concerning infringements of consumer rights. Business entities are obligated to adhere to ethical and legal norms by providing precise information and ensuring that products correspond with their descriptions. Concurrently, consumers should adopt a proactive stance in comprehending their rights and exercising caution during online transactions. Utilizing this comprehensive framework, we foresee that the e-commerce sector in Indonesia could grow in a solid, clear, and just fashion, consequently enhancing rewards for all parties concerned and encouraging enduring advancement in the online economy.

REFERENCES

- Alfaro, M. Y. (2018). Effect of business ethics for business success. *Talent Development and Excellence*, 10(2), 13–19.
- Alwanain, M. I. (2019). Effects of user-awareness on the detection of phishing emails: A case study. *International Journal of Innovative Technology and Exploring Engineering*, 8(4), 480–484.
- Amazou, Y., Azmani, A., & Azmani, M. (2024). Legal Contract Quality and Validity Assessment Through the Bayesian Networks. *Communications in Computer and Information Science*, 2167 CCIS, 93–105. https://doi.org/10.1007/978-3-031-77040-1_7
- Atikah, I. (2022). *Metode Penelitian Hukum*.
- Balasubramanian, K., & Rajakani, M. (2019). Electronic Payment Systems and Their Security. In *Digital Currency: Breakthroughs in Research and Practice* (pp. 269–270). <https://doi.org/10.4018/978-1->

5225-6201-6.ch015

- Benlemlih, M., Jaballah, J., Schochet, S., & Peillex, J. (2023). Corporate social responsibility and corporate tax avoidance: The channel effect of consumer awareness. *Journal of Business Finance and Accounting*, 50(1-2), 31-60. <https://doi.org/10.1111/jbfa.12638>
- Bhowmik, A., & Karforma, S. (2022). Linear feedback shift register and integer theory: a state-of-art approach in security issues over e-commerce. *Electronic Commerce Research*, 22(4), 1-21. <https://doi.org/10.1007/s10660-021-09477-w>
- Castellacci, F., & Tveito, V. (2018). Internet use and well-being: A survey and a theoretical framework. *Research Policy*, 47(1), 308-325. <https://doi.org/10.1016/j.respol.2017.11.007>
- Cornelius, K. B. (2019). Zombie contracts, dark patterns of design, and 'documentisation.' *Internet Policy Review*, 8(2). <https://doi.org/10.14763/2019.2.1412>
- Cowie, C. (2021). Putting money back into consumers' pockets: An empirical study of the cfpb's civil penalty fund. *University of Illinois Law Review*, 2021(4), 1417-1470.
- Duan, J., & Liu, Y. (2022). The Decomposition of Information and Communication Technology Products Trading: A Case Study of China. *Economies*, 10(6). <https://doi.org/10.3390/economies10060126>
- Duan, X., & Gao, J. (2020). Third-party E-commerce Trading Platform Prevents Economic Contract Legal Risk Causes and Monitoring. *ACM International Conference Proceeding Series*, 7-9. <https://doi.org/10.1145/3430279.3430281>
- Jerman-Blazic, B. (2011). Four scenarios for future evolution of the internet. *IEEE Technology and Society Magazine*, 30(4), 39-46. <https://doi.org/10.1109/MTS.2011.943306>
- Jun-Fu, C., & Abdul Jabbar, K. B. B. (2018). Improving the technical aspects in web approach for enhancing e-commerce solutions suited for global market. *Journal of Advanced Research in Dynamical and Control Systems*, 10(12), 103-109.
- Khan, F., Ateeq, S., Ali, M., & Butt, N. (2023). Impact of COVID-19 on the drivers of cash-based online transactions and consumer behaviour: evidence from a Muslim market. *Journal of Islamic Marketing*, 14(3), 714-734. <https://doi.org/10.1108/JIMA-09-2020-0265>
- Lasatu, A., Mardin, N., & Korompot, R. R. (2022). Outline of the Consumer Dispute Resolution Agency as a Means of Legal Protection: Is it Optimal? *Jambura Law Review*, 4(2), 287-312. <https://doi.org/10.33756/jlr.v4i2.17840>
- Lutman, K. (2021). Challenges of cross-border enforcement of consumer law: Unfair contract terms. In *EU Private Law and the CISG: The Effects for National Law* (pp. 61-72). <https://doi.org/10.4324/9781003080602-5>
- Mashdurohatun, A., Lestari, F., & Tukinah, U. (2020). Consumer protection of the listing of standard clause in e-commerce transactions based on the value of Pancasila justice. *International Journal of Advanced Science and Technology*, 29(6), 1520-1531.
- McCole, P., Ramsey, E., & Williams, J. (2010). Trust considerations on attitudes towards online purchasing: The moderating effect of privacy and security concerns. *Journal of Business Research*, 63(9-10), 1018-1024. <https://doi.org/10.1016/j.jbusres.2009.02.025>
- Nedae, R., & Ghaderi, T. (2016). Comparison of the right to cancellation electronic contracts with the revocable option in sale. *Social Sciences (Pakistan)*, 11(15), 3800-3803. <https://doi.org/10.3923/sscience.2016.3800.3803>
- Prasetyo, A., Anggadwita, G., & Pasaribu, R. D. (2020). Digital learning challenge in Indonesia. In *IT and the Development of Digital Skills and Competences in Education* (pp. 56-71).

<https://doi.org/10.4018/978-1-7998-4972-8.ch004>

- Shi, J. (2022). Research on Optimization of Cross-Border e-Commerce Logistics Distribution Network in the Context of Artificial Intelligence. *Mobile Information Systems*, 2022. <https://doi.org/10.1155/2022/3022280>
- Straubhaar, J., & Huang, G. (2015). Comparative approaches of the IGI-global collection. In *Handbook of Research on Comparative Approaches to the Digital Age Revolution in Europe and the Americas* (pp. 459–473). <https://doi.org/10.4018/978-1-4666-8740-0.ch027>
- Suwastika, N. A., Adam, Y. J., Pahlevi, R. R., & Masrom, M. (2022). Math Balance Aids based on Internet of Things for Arithmetic Operational Learning. *International Journal of Advanced Computer Science and Applications*, 13(8), 215–225. <https://doi.org/10.14569/IJACSA.2022.0130826>
- Virkar, S. (2014). The impact of the internet on global networks: A perspective. In *Public Administration and Information Technology* (Vol. 9, pp. 25–40). https://doi.org/10.1007/978-3-319-05963-1_3
- Wei, L. (2014). Construction of E-commerce information services platform in international trade. *Advanced Materials Research*, 926–930, 2512–2515. <https://doi.org/10.4028/www.scientific.net/AMR.926-930.2512>
- Weis, A. H. (2010). Commercialization of the Internet. *Internet Research*, 20(4), 420–435. <https://doi.org/10.1108/10662241011059453>